

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW HAMPSHIRE**

In re:
Jason E. Miles and
Sherry M. Miles

Debtor(s)

Bk. No. 10-15299-JMD
Chapter 13

CHAPTER 13 PLAN DATED DECEMBER 14, 2010

☐ **If this box is checked, this plan contains certain special provisions set out in paragraph 13 below. Otherwise, the plan includes no provisions deviating from LBF 3015-1A, the model plan in effect at the time of the filing of the plan in this Court.**

Debtor(s): Jason E. Miles SS # xxx-xx-7267
 Sherry M. Miles SS # xxx-xx-9138

1. PLAN PAYMENTS

The applicable commitment period pursuant to 11 U.S.C. § 1325(b)(4) is not less than 5 years. This is a 60 month plan.

Plan payments: Debtor(s) to pay to Trustee monthly:	\$500.00
Number of months:	x 60
Total of monthly plan payments:	\$30,000.00

In addition, for each year during the term of the plan, all tax refunds in excess of \$1,200.00 will be remitted within 14 days of receipt to the Trustee as additional disposable income to fund the plan. Deviation from this requirement in a given year will be considered by the Court only upon the filing of a motion asserting extenuating circumstances; any such motion must be filed within 30 days of the date of the filing of the tax return at issue.

Other plan payment provisions, if any: Debtors will retain refund for 2010 tax year up to the amount of exemptions.

2. ADMINISTRATIVE CLAIMS

Trustee's fee pursuant to 11 U.S.C. § 1302 and Debtor's attorney's fees:

- | | | |
|----|---|------------|
| A. | Trustee's estimated fees and expense
(10% of the total to be paid): | \$3,000.00 |
| B. | Attorney's fee and expenses requested to be paid through
the plan, payable pursuant to AO 2016-1, notwithstanding
11 U.S.C. § 1325(a)(5)(B)(iii): | \$ |

C. Other: \$ _____

3. DOMESTIC SUPPORT OBLIGATIONS

The following DSO claims will be paid in full through the plan:

<u>Creditor</u>	<u>Estimated Total Prepetition Claim</u>
_____	\$ _____
_____	\$ _____

4. PRIORITY CLAIMS

<u>Creditor</u>	<u>Interest Rate</u>	<u>Estimated Total Prepetition Claim</u>

5. SECURED CLAIMS (PRIMARY RESIDENCE)

Residence located at: 102 Annand Drive, Milford, NH

The Debtor(s) estimate the fair market value of such primary residence to be:

Regular mortgage payments and arrearage to be paid as follows:

() Outside the plan. The mortgage is current and will continue to be directly payable by the Debtor(s).

(X) The mortgage is not current. Regular postpetition payments will be made directly by the Debtor(s) and the prepetition arrearage only is to be paid through the plan, as follows:

<u>Mortgagee</u>	<u>Estimated Total Prepetition Arrearage</u>
BAC Home Loans Servicing	\$22,000.00
BAC Home Loans Servicing	\$1,554.43

6. SECURED CLAIMS (OTHER)

Current regular payments are to be made directly by the Debtor(s). Prepetition arrearage amounts, if any, are to be paid through the plan:

<u>Name of Creditor</u>	<u>Collateral</u>	<u>Estimated Total Prepetition Arrearage</u>
State Farm Financial	2006 Acura MDX	

7. SECURED CLAIMS TO BE MODIFIED

The following claims are modifiable under the provisions of the Bankruptcy Code and shall be paid through the plan as indicated.

Name of Creditor:	TD Bank Judicial Lien
Collateral:	residence located at 102 Annand Drive, Milford, NH
Valuation:	\$300,000.00
Proposed Treatment:	Motion to avoid lien will be filed

Name of Creditor:	_____
Collateral:	_____
Valuation:	_____
Proposed Treatment:	_____

8. SECURED CLAIMS WHERE COLLATERAL TO BE SURRENDERED

Upon confirmation, the automatic stay is lifted as to any collateral treated as surrendered or abandoned and such collateral shall be deemed abandoned from the estate.

Name of Creditor:	_____
Collateral:	_____

Name of Creditor:	_____
Collateral:	_____

9. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Executory contracts and unexpired leases are assumed or rejected as follows:

<u>Creditor/Lessor Property Description</u>	<u>Assumed/Rejected</u>	<u>Proposed Cure Amount/Period</u>
Volkswagen Credit Inc.	Rejected	

10. UNSECURED CLAIMS

Unsecured creditors' claims total \$212,016.22 (including, if applicable, the unsecured portion of claims modified under paragraph 7). The percentage to be paid toward these claims will be determined after the bar date for filing claims has passed and will be specified in a motion to allow claims. Unsecured creditors will begin receiving payment on a pro rata basis with any secured arrearage and priority claims after the issuance of such an order. If all scheduled claims are allowed, the percentage distribution to creditors is estimated at 1.63%.

11. GENERAL PLAN PROVISIONS

- A. **Duty to Provide Tax Returns:** The Debtor(s) have an ongoing obligation to provide a copy of each federal income tax return (or any request for extension) directly to the Trustee within seven days of the filing of the return (or any request for extension) with the taxing authority.
- B. **Allowance of Claims:** In the event that a proof of claim is filed in an amount different from the amount listed in this plan, the proof of claim amount shall be deemed to be the correct amount unless the Debtor(s) or another party in interest successfully objects to the proof of claim.
- C. **Property of the Estate and Insurance:** All property shall remain property of the estate until discharge. Pursuant to 11 U.S.C. § 1306(b), the debtor(s) will remain in possession of all property of the estate unless a provision of this plan, or an order of this Court, specifically states otherwise. The Debtor(s) shall maintain all insurance required by law and contract upon property of the estate and the Debtor(s)' property.
- D. **Retention of Lien:** All secured creditors shall retain the liens securing their claims unless otherwise stated.
- E. **Application of Payments Under This Plan:**
 - 1. Pursuant to 11 U.S.C. § 524(i), payments received by holders and/or servicers of mortgage claims for ongoing postpetition installment payments shall be applied and credited to the Debtor(s)' mortgage account as if the account were current and no prepetition default existed on the petition date, in the order of priority specified in the note and security agreement and applicable non-bankruptcy law. Postpetition installment payments made in a timely manner under the terms of the note shall be applied and credited without penalty.
 - 2. **If a creditor applies payments in a manner not consistent with the terms of this plan, or applies Trustee payments to postpetition costs and fees without prior approval of this Court, such actions may be a violation of 11 U.S.C. § 524(i).**

F. Duty of Mortgage Servicer to Provide Loan Information:

1. Upon written request of the Debtor(s), any mortgage servicer or its successor shall provide to the Debtor(s) and/or the Debtor(s)' attorney all information with respect to the Debtor(s)' mortgage loan as it would provide absent a bankruptcy proceeding, including contractual monthly payment changes. The term "information" as used herein shall include, but is not limited to: (a) a coupon book or monthly statements to help the Debtor(s) properly make monthly payments, (b) addresses to which to send payments and to direct inquiries, (c) balance and payoff information if requested, and (d) if applicable, escrow analyses, notices of rate adjustments and the like. The Debtor(s) shall not make any claim against the mortgage servicer, the secured creditor or their successors for any violation of the automatic stay or any discharge injunction resulting from its compliance with this section.
2. Upon written request of the Debtor(s)' counsel, any of the information requested to be provided to the Debtor(s) in paragraph F.1 above shall also be provided to the Debtor(s)' counsel.

G. Release of Certificate of Title Upon Satisfaction of Secured Claim:

1. Upon satisfaction or other discharge of a security interest in a motor vehicle, mobile home, or in any other property of the bankruptcy estate for which the certificate of title is in the possession of a secured creditor, such creditor shall within 10 days after demand and, in any event, within 30 days of receipt of the notice of the entry of the discharge order, execute a release of its security interest on said title or certificate, in the space provided therefore on the certificate or as the Division of Motor Vehicles prescribes, and mail or deliver the certificate and release to the Debtor(s) or to the attorney for the Debtor(s).
2. Confirmation of this plan shall impose an affirmative and direct duty on each such secured creditor to comply with this paragraph. This provision shall be enforced in a proceeding filed before this Court and each such creditor consents to such jurisdiction by failure to file any timely objection to this plan. Such an enforcement proceeding may be filed by the Debtor(s) in this case either before or after the entry of the discharge order and either before or after the closing of this case. The Debtor(s) specifically reserve the right to file a motion to reopen this case under 11 U.S.C. § 350 to pursue the rights and claims provided for therein.

12. LIQUIDATION ANALYSIS

In the event of a liquidation under chapter 7, I/we would claim the state/federal exemptions, based upon which unsecured creditors would receive 0%.

A. REAL ESTATE: Residential, located at: 102 Annand Dr., Milford, NH

<u>Description</u>	<u>Fair Market Value</u>	<u>Liens</u>	<u>Exemption Amount and Cite</u>	<u>Available Chapter 7</u>
SFH	\$300,000.00	\$443,918.00		\$0

Total non-exempt value: \$0

REAL ESTATE: Non-residential, located at:

<u>Description</u>	<u>Fair Market Value</u>	<u>Liens</u>	<u>Exemption Amount and Cite</u>	<u>Available Chapter 7</u>
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Total non-exempt value: \$0

B. NON-EXEMPT TANGIBLE ASSETS:

<u>Description</u>	<u>Fair Market Value</u>	<u>Liens</u>	<u>Exemption Amount and Cite</u>	<u>Available Chapter 7</u>
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Total non-exempt value: \$0

C. NON-EXEMPT INTANGIBLE ASSETS:

<u>Description</u>	<u>Fair Market Value</u>	<u>Liens</u>	<u>Exemption Amount and Cite</u>	<u>Available Chapter 7</u>
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Total non-exempt value: \$0

13. SPECIFIC NON-CONFORMING SPECIAL PLAN PROVISIONS (if any):

I/We declare under penalty of perjury that the foregoing is true and correct.

Date: 12/14/10

/s/ Jason Miles
Debtor

Date: 12/14/10

/s/ Sherry Miles
Debtor

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Plan and attached hearing notice has been forwarded this day, by electronic mail to the Trustee, U.S. Trustee, and by U.S. Mail to all the creditors listed on the attached matrix.

Date: 12/15/10

/s/ Daniel R. Krislov
Daniel R. Krislov, Esquire

AAA Financial Services
PO Box 15019
Wilmington, DE
19886-5019

ACPE
PO Box 110510
Juneau, AK 99811-0510

ADP Ret
c/o Butler Robbins &
White
5701 Pine Island Road, Ste.
360
Fort Lauderdale, FL 33321

Ak Comm On Postseconda
3030 Vintage Blve
Juneau, AK 99801

AlasAdvantage Programs
PO Box 110510
Juneau, AK 99811-0510

American Coardius Int'l.
2420 Sweet Home Road,
Ste. 150
NY 14288

American Profit Recove
33 Boston Post Road W
#140
Marlborough, MA 01752

Amherst Orthodontics
5 Overlook Drive, #6
Amherst, NH 03031

Associated Radiologists
8 East Pearl Street
Nashua, NH 03060

Bac Home Loans Servi
450 American St
Simi Valley, CA 93065

Bank Of America
Po Box 17054
Wilmington, DE 19850

Bank of America
PO Box 15726
Wilmington, DE 19886

Benuck & Rainey, Inc.
399 US Highway 4, Ste. A
Barrington, NH 03825

Best Buy Retail Services
PO Box 17298
Baltimore, MD 21297-1298

Black Dawg Sealcoat
254 Proctor Hill Road
Hollis, NH 03049

Bonded Collection
Corporation
29 East Madison Street,
Ste. 1650
Chicago, IL 60602-4427

Capital Management
Services, Inc
727 Exchange Street, Ste.
700
Buffalo, NY 14210

Capital Management
Services, Inc
726 Exchange Street, Ste.
700
Buffalo, NY 14210

Chase
Po Box 15298
Wilmington, DE 19850

Chase
PO Box 15548
Wilmington, DE 19886

Cintolo & McCarthy
99 Summer Street, Ste.
1750
Boston, MA 02110

Citibank
PO Box 6077
Sioux Falls, SD 57117

Client Services, Inc./DFS
Services, LLC
PO Box 1503
Saint Peters, MO
63376-0027

Client Services, Inc./Family
Dental Care
PO Box 746
Nashua, NH 03061

Client Services,
Inc./Sears/Citibank
PO Box 1503
Saint Peters, MO
63376-0027

Dartmouth Hitchcock
Nashua Family
PO Box 10255
Bedford, NH 03110

Dartmouth-Hitchcock
Clinic
PO Box 10547
Bedford, NH 03110

Digital Fed Credit Uni
220 Donald Lynch B
Marlborough, MA 01752

Discover Fin
Attention: Bankruptcy
Department
Po Box 6103
Carol Stream, IL 60197

Executive Financial
Enterprises
6093 Sunset Blvd., Ste 299
Los Angeles, CA
90028-6434

FedEx
PO Box 63247
North Charleston, SC
29419

FIA Card Services
PO Box 15720
Wilmington, DE 19850

Financial Asset
Management Systems, Inc.
PO Box 451409
Atlanta, GA 31145-9409

Financial Recovery
Services, Inc.
PO Box 385908
Minneapolis, MN 55438

Firstsource
PO Box 33149
Phoenix, AZ 85067

Firstsource Fin Soluti
Po Box 7840
Nashua, NH 03060

Frederick J Hanna &
Associates P.C.
1427 Roswell Rd
Marietta, GA 30062

George P. Chatson MD
555 Turnpkie Street
North Andover, MA 01845

Gragil Associates, Inc.
29 Winter Street
PO Box 1010
Pembroke, MA 02359

Haughey, Philpot &
Laurent, PA
816 North Main St
Laconia, NH 03206

Hsbc Best Buy
Attn: Bankruptcy
Po Box 5263
Carol Stream, IL 60197

Kohls
Attn: Recovery Dept
Po Box 3120
Milwaukee, WI 53201

Lvnv Funding Llc
Po Box 740281
Houston, TX 77274

MD's Trash Removal
PO Box 155
Milford, NH 03055

Merchants & Med Credit
6324 Taylor Drive
Flint, MI 48507

Midland Credit
Management
Po Box 939019
San Diego, CA 92193

Midland Credit
Management, Inc.
PO Box 60578
Los Angeles, CA
90060-0578

NAFS
PO Box 9027
Buffalo, NY 14231

Northland Group, Inc.
PO Box 390905
Minneapolis, MN 55439

Northstar
4285 Genesee Street
Cheektowaga, NY 14225

Peter Roberts & Assoc. Inc.
231 E. Main Street, Ste.
201
Milford, MA 01757-2821

Sears/cbsd
Po Box 6189
Sioux Falls, SD 57117

Southern New Hampshire
Medical Center
PO Box 824
Nashua, NH 03061

St. Joseph Hospital
PO Box 2013
Nashua, NH 03061

State Farm Fncl Svcs F
Attn: Loan Servicing
Po Box 31557
Billings, MT 59107

Stephen Dohoney DC
163 Amherst Street
Nashua, NH 03064

Synter Resource Group
PO Box 63247
North Charleston, SC
29419

TD Banknorth
PO BOX 1377
Lewiston, ME 04243

The Physical Therapy
17 Armory Road
Milford, NH 03055

TruGreen
15 Delta Drive
Londonderry, NH 03053

United Recovery Systems,
LP
Po Box 722929
Houston, TX 77272

Volkswagon Credit Inc
c/o Brice, Vander, Linden
and Wernick PC
9441 Lbj Freeway Suite
250
Dallas, TX 75243

WAMU
PO Box 660487
Dallas, TX 75266

Wells Fargo
PO Box 9210
Des Moines, IA 50306

Wells Fargo Bank
Po Box 5445
Portland, OR 97228

Weltman, Weinberg & Reis
Co., L.P.A.
PO Box 93784
Cleveland, OH 44101-5784

Zwicker & Assoc.
80 Minuteman Rd.
Andover, MA 01810

Zwicker & Assoc.
PO Box 1045
Birmingham, AL 35210